



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Eastern Technical Enterprises, Inc.

File: B-235421

Date: August 3, 1989

DIGEST

Allegation from low bidder that agency will impose conditions on payment frequency, progress payment retainage, and performance and payment bonds that were not set forth in the solicitation concerns matters of contract administration which are not reviewable under the Bid Protest Regulations.

DECISION

Eastern Technical Enterprises, Inc., the low bidder under invitation for bids (IFB) No. DTMA92-89-B-90202 for repairs to the vessel "Cape Archway," protests that the Maritime Administration (MARAD) improperly intends to pay on the basis of monthly instead of weekly invoices and to withhold ten percent of progress payments, and will improperly retain its performance and payment bonds past the original contract completion date. According to the protester, it submitted its bid based on its prior experience with MARAD and on its understanding of the IFB provisions, particularly MARAD's Master Lump Sum Repair Agreement (MLSRA), which contains standard form contract clauses and was incorporated into the IFB. The protester's position is that what is now understood MARAD will do is inconsistent with these clauses and prior practice.

This is not a matter appropriate for our consideration. How MARAD administers the contract to be awarded is not a reviewable matter under our bid protest function. Bid Protest Regulations, 4 C.F.R. § 21.3(m)(1) (1988); Engineered Air Sys. Inc., B-230878, July 25, 1988, 88-2 CPD ¶ 77. If the protester believes that how MARAD handles payment frequency, progress payment retainage and performance and payment bonds is inconsistent with its contract,

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it must resolve the matters under the disputes clause of the contract. See 41 U.S.C. § 601 et seq. (1982).

The protest is dismissed.

A handwritten signature in cursive script that reads "Ronald Berger". The signature is written in dark ink and is positioned above the printed name and title.

Ronald Berger
Associate General Counsel